

REQUEST FOR PROPOSAL

#10-11-1016

WEBSITE DESIGN SERVICES

for

CENTRE FOR THE ARTS AND COMMUNICATIONS

Closing Date: September 20, 2010
Closing Time: 1400 hours (local time)

About MACEWAN

For general information about MacEwan, our programs and services please refer to our website:
www.MacEwan.ca

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SECTION A - REQUEST FOR PROPOSAL

1 INVITATION FOR PROPOSAL

Grant MacEwan University invites your firm to submit a Proposal for the provision of website design services, as set out in this Request for Proposal.

Request for Proposal Number: 10-11-1016

Description: Website Design Services for Centre for the Arts and Communications

Date Issued: August 27, 2010

Closing Date: September 20, 2010

Closing Time: 1400 hours, local time

2 DEFINITION OF TERMS

Whenever used in this RFP, or any other forms which might be part of a Proposal or of the Agreement document, the following words shall be deemed to have meanings as indicated below:

- 2.1 **“Agreement”** means a contract(s) that may be entered into by MacEwan with a successful Proponent(s) for the website design services described in the RFP;
- 2.2 **“Closing Date”** means the day, specified above, on which the RFP will close;
- 2.3 **“Closing Time”** means the time, specified above, at which the RFP will close;
- 2.4 **“Contractor”** means a Proponent to whom an Agreement is awarded by MacEwan for any or all of the Services described in the RFP;
- 2.5 **“Control”** means that MacEwan has the authority to manage the Record, including its creation, use, disclosure and disposal;
- 2.6 **“Custody”** means that a party has physical possession of the Record;
- 2.7 **“FOIP Act”** means the Freedom of Information and Protection of Privacy Act;
- 2.8 **“MacEwan/Grant MacEwan University”** means The Board of Governors of Grant MacEwan University;
- 2.9 **“Proponent”** means a person or firm submitting a Proposal to MacEwan pursuant to this RFP;
- 2.10 **“Proposal”** means the offer of a Proponent to furnish the Services, as requested by this RFP;
- 2.11 **“Record”** means information in any form, including proposals, reports, documents, letters, meeting minutes and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such records;
- 2.12 **“RFP/Request for Proposal”** means this request for proposal including all forms included in the RFP;
- 2.13 **“Selection Committee”** means the committee comprised of representatives selected by MacEwan, in its sole discretion, to evaluate Proposals; and
- 2.14 **“Services”** means the website design services to be provided by the Contractor under the Agreement, as more fully described in Section D - Scope of Work.

3 GENERAL REQUIREMENTS

3.1 Introduction

MacEwan is in the process of planning an individual website for its Centre for the Arts and Communications Faculty (CFAC) that will link to the MacEwan general website. It is the intent of MacEwan to obtain proposals from leading edge and innovative website design firms on their capability, methodology and related experience in providing website design services. MacEwan expects to select an experienced and capable website design firm to provide the Services and enter into an Agreement for a term of three (3) to six (6) months.

3.2 Background

MacEwan's CFAC is home to a vibrant and creative community of students who are focused on building careers in performing, visual and communication arts. CFAC is planning a website development project to show the world its vibrant and active community, as well as, showcase faculty and student works. A Web Development Committee (Website Committee) has been formed to oversee the project and identify the goals and high level design requirements for the website.

It is the intent of MacEwan to contract website design services to provide expertise in web interface design and to develop website templates. CFAC's resident web developer will incorporate the final design template with MacEwan's content management system. The new website will be built using Oracle's Universal Content Management system and the web content management tool Site Studio.

3.3 Objectives

The following are key objectives that MacEwan is seeking to achieve through any Agreement that may result from this RFP:

- increased opportunities to showcase MacEwan student and faculty works,
- visually stimulating and audience appropriate appearance,
- action-orientated and visually engaging images,
- simple, effective and efficient navigation, and
- clean and consistent design of each page.

4 PROCESS AND RULES REGARDING PROPOSALS

4.1 Submission of Proposal and Acceptance Period

Provide one (1) original and eight (8) copies of each Proposal submission. Proposals will not be accepted by facsimile transmission or electronic mail.

Proposals shall be **sealed** and **marked** with the RFP number and addressed to:

Grant MacEwan University
City Centre Campus
Rm 9-414, Robbins Health Learning Centre
10700 - 104 Avenue
Edmonton, AB T5J 4S2
Attention: **Lynne Parent, Purchasing Consultant**
Procurement and Contract Services

Note for deliveries: Robbins Health Learning Centre, Building 9, is located at 10910 - 104 Avenue

All Proposals must be submitted no later than the Closing Date and Closing Time. The official time of receipt of Proposals shall be as determined by the time recorder clock used to time and date stamp Proposals upon submission to MacEwan. MacEwan will not accept Proposals received after the Closing Date and Closing Time.

MacEwan reserves the right, in its sole discretion, to extend the Closing Date and Closing Time and the acceptance period for any reasonable length of time. Notwithstanding this right and any timelines as may be identified herein, all Proposals shall be **open for acceptance by MacEwan for a period of not less than 90 days after the Closing Date and Closing Time.**

4.2 Proposal Acceptance/Rejection; Rights Reserved by MacEwan

This RFP is a request for proposal only and is not an offer to buy or lease any equipment, property or services. Neither the provision of this RFP to a Proponent nor acceptance or receipt of a Proposal will imply any obligation or commitment on the part of MacEwan to enter into an agreement or contract of any kind in respect of any or all contents of this RFP. MacEwan may cancel this invitation at any time, in whole or in part, for any reason whatsoever and without incurring any liability to anyone who has submitted a Proposal or intends to submit a Proposal.

MacEwan is not obligated in any way to pay for costs of any kind or nature whatever, that may be incurred by a Proponent or any associated third parties, in the preparation of Proposals, making presentations, demonstrations or samples before or after the Closing Date and Closing Time. All such associated costs shall be the sole responsibility of the Proponent. All Proposals and support documentation will be retained by and will become the property of MacEwan, subject to claims of confidentiality in respect of the Proposal and support documentation.

In addition to all other rights reserved by MacEwan in this RFP, MacEwan has the right, in its sole and unfettered discretion, to:

- assess the relative merit and advantages of each of the Proposals,
- reject or accept any Proposal, including the right to accept non-compliant Proposals or to reject all Proposals,
- waive any irregularities or informalities contained in any Proposal,
- accept the withdrawal of any Proposal as permitted under this RFP,
- decide not to negotiate with any Proponent(s) or not to enter into any agreement with any Proponent(s),
- decide to negotiate with any Proponent(s) or to enter into an agreement with any Proponent(s), irrespective of whether the Proposal submitted by the Proponent(s) is incomplete, irregular, conditional, non-compliant or fails to provide all the information required in this RFP, and
- during the negotiation phase after the RFP Closing Date and Closing Time, negotiate terms and conditions with any Proponent that may be different than those contained within this RFP or the Proposal of the Proponent, without being required to offer such terms and conditions to the other Proponents.

4.3 Limitation of Legal Rights and Limitation of Liability

By submitting a Proposal, each Proponent agrees that, in the event that a court should find that MacEwan is liable for anything arising in connection with; this RFP, the provision of a Proposal, the selection of the successful Proponent, any negotiations following the provision of a Proposal, or any representation made by MacEwan; the Proponent shall not be entitled to claim for damages or other legal relief whatsoever, and in particular, the Proponent waives any claim for lost profits in the event that no agreement is entered into between the Proponent and MacEwan.

4.4 Agreement on Internal Trade - MASH Sector Procurement

The procurement policies of MacEwan follow the requirements of the MASH Sector annex 502.4 of the Agreement on Internal Trade. RFP documents are posted and distributed electronically through the Alberta Purchasing Connection electronic posting service.

Reference Internet address: www.purchasingconnection.ca.

4.5 Questions

It is the sole responsibility of the Proponent to clarify the interpretation of any items in this RFP. Proponents may submit questions to MacEwan with regard to this RFP in writing, by facsimile or electronic mail only, to the contact information noted below, at any time up to the deadline date for questions noted in Section 6. Questions received after that deadline will not be answered by MacEwan. Answers provided to any substantive questions received will be issued as an addendum in accordance with Section 4.6. MacEwan reserves the right at its sole discretion to not answer non-substantive questions.

All questions shall be directed to:

Lynne Parent, Purchasing Consultant
Procurement and Contract Services
pacs@macewan.ca
Fax (780) 497-5598

MacEwan will not be bound by, and the Proponent agrees not to rely upon, any information given or statements made by persons other than the above authorized MacEwan representative.

4.6 Addenda

MacEwan reserves the right to issue addenda with regard to this RFP for any reason including without limitation, to amend or revise the RFP, to respond to questions, to disclose changes in the schedule, to extend the Closing Date and Closing Time, to modify the Proposal format or requirements, or any other matter. Answers to all substantive questions will be provided in the form of written addenda. Addenda to this RFP shall be deemed part of this RFP.

All addenda related to this RFP will be issued by MacEwan by the deadline indicated in Section 6 and will be posted electronically to the site where the RFP was originally posted.

Proponents shall be solely responsible to ascertain that they have received all addenda prior to submitting their Proposal. MacEwan is not responsible in any way to ensure the completeness of information received by Proponents.

4.7 Withdrawal of Proposal

Proponents may withdraw their Proposals, by notice in writing, at any time prior to the Closing Date and Closing Time. After the Closing Date and Closing Time, Proposals remain open for acceptance in accordance with the acceptance period stated above in Section 4.1.

Negligence or errors on the part of the Proponent in preparing the Proposal confers no right of withdrawal on the Proponent in respect of the Proposal.

4.8 Amendments to Proposals

Proponents may modify their Proposals at any time up to the Closing Date and Closing Time, by written amendments submitted to the address noted in Section 4.1. Amendments shall clearly indicate the name of the Proponent, the date of the Proposal and reference the RFP number.

Amendments to Proposals will not be accepted after the Closing Date and Closing Time.

4.9 Proposal Opening

All Proposals received up to the Closing Date and Closing Time will be opened by MacEwan only. Proponents will not be rejected or short listed until such time as the Selection Committee has had an opportunity to examine and evaluate all compliant Proposals.

4.10 Selection Committee

Upon receipt of Proposals and after the Closing Date and Closing Time, the Selection Committee will review each Proposal, ensure each Proponent's compliance with the terms and conditions of this RFP, and rate each complying Proposal based on the evaluation criteria within this document. Proponents will be evaluated by the Selection Committee based on the quality and completeness of information given in the Proposal.

The determination of the members of the Selection Committee is at the sole discretion of MacEwan and the identity of persons forming part of the Selection Committee will not be made known to the Proponents.

4.11 Clarifications

MacEwan reserves the right in its sole discretion to request clarification from a Proponent after the Closing Date and Closing Time to seek further information from the Proponent without any obligation to notify or seek further information from any or all other Proponents. MacEwan also reserves the right to verify any and all information provided by the Proponents in their Proposals through third party investigations or any other means without notice to the Proponent.

4.12 Authority

Nothing in this RFP shall be construed as authority for any selected Proponent(s) to make commitments which shall bind MacEwan to otherwise act on behalf of MacEwan, except as MacEwan may expressly authorize in writing.

4.13 Information Disclosure

MacEwan is a public body and is subject to the privacy and disclosure provisions of the FOIP Act. All information provided by MacEwan to the Proponents and all information provided by the Proponents to MacEwan in Proposals will be subject to the FOIP Act's privacy and disclosure provisions. Proponents should be aware that all Records collected, created, maintained or prepared in the performance of services under an agreement or contract arising from this RFP will be subject to the access and privacy provisions of the FOIP Act. While the FOIP Act allows persons a right to access Records in MacEwan's Custody or Control, it also prohibits MacEwan from disclosing personal or business information of third parties where disclosure would be harmful to that third party's business interests or would be an unreasonable invasion of that third party's personal privacy as defined in sections 15 and 16 of the FOIP Act. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information required to be provided in Proposals to this RFP is to enable MacEwan to ensure the accuracy and reliability of the Proposals and to evaluate the Proposals. This information is required by MacEwan to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to MacEwan in Proposals to this RFP that the privacy of the personal information as well as its possible disclosure by MacEwan to third parties, upon request, will be governed by the FOIP Act.

All Proponents shall make themselves aware of the contract requirements of the FOIP Act since the successful Proponent will be required to meet the requirements of the FOIP Act for all personal information that the Proponent has access to, collects, uses or destroys as a consequence of carrying out its obligations in respect of the provision of the website design services.

4.14 Format of Proposal

Proposals should be prepared concisely providing a clear description of the Proponent's capability to satisfy the requirements of this RFP and be consistent with the requirements as identified in Section B - Specific Requirements. Proponents shall submit **one (1) original** duly signed and **eight (8) bound copies** of their Proposal. All Proposals should have every page numbered in sequential order. The Proposal may be printed in black and white, or may contain colour printing. If the Proposal contains colour, then colour copies shall be provided for all copies. The original Proposal and every copy, including all supporting documents, shall be securely bound in a method to be determined by the Proponent. Cerlox or wire coil binding is preferred by MacEwan, binders are discouraged. The contents for the Proposal should be as follows and presented in the manner as indicated below, in accordance with Section 7 of Section A and the requirements outlined in Section B - Specific Requirements.

Section	Description
7.0	7.1 Mandatory Proposal Requirement 7.1.1 Certification - ref. Section C Item 1
1.0	1. Capability and Resources 1.1 Qualifications and Relevant Experience 1.2 Resources 1.3 Quality Assurance 1.4 Additional Information 1.5 References
2.0	2. Service Delivery 2.1 Website Design Services Detail 2.2 Approach and Proposed Schedule
3.0	3. Technical Environment 3.1 Technical Requirements
4.0	4. Pricing 4.1 Proposal Pricing

4.15 Compliance with Terms and Conditions

Proponents shall carefully read all documentation forming part of the RFP and submit Proposals complying with all conditions contained in the RFP. Proponents shall make all investigations necessary to properly understand and provide for all conditions which may affect the supply of the website design services described.

Unless the Proponent has indicated in their Proposal specific exceptions of non-compliance with any of the conditions contained in the RFP, the submission of a Proposal by a Proponent shall be construed by MacEwan to mean that the Proponent agrees to abide by and carry out all conditions set forth in the RFP documents.

4.16 Alternative Proposals

In addition to the basic Proposal that each Proponent must submit in strict conformance to the requirements of this RFP, Proponents are free to offer any alternatives to the basic Proposal, which in the view of the Proponent are less costly. Each alternative will be submitted as an appendix to the basic Proposal which will include a description and price of each alternative in detail and will clearly outline the advantages and cost variation for each alternative. MacEwan reserves the right to not evaluate any alternative proposal submitted. Evaluation of alternative proposals, if any, will be based on the same criteria as the basic Proposal.

4.17 Quantity Requirements

Any quantities or estimated requirements provided under this RFP are estimates only to be used by MacEwan for the sole purpose of evaluating Proposals. MacEwan does not warrant, represent or guarantee that these estimated quantities will constitute the actual quantity of website design services to be received. Proposals should address variations in quantity and the resulting change in quoted prices, if any.

4.18 Pricing

Proponents shall submit pricing in their Proposal as follows:

- in Canadian dollars,
- firm for the Agreement,
- FOB MacEwan site,
- exclusive of all applicable taxes, customs, duties or tariffs, and
- state any early payment discounts available.

5 INFORMATION FOR PROPONENTS

5.1 Insurance

Proponents are advised that it is a MacEwan requirement that for any Agreement entered into as a result of this RFP the Contractor shall, at its own expense and without limiting its obligations herein, provide and maintain policies of insurance as outlined below:

- Comprehensive General Liability insurance in an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence against third party claims for bodily injury, personal injury, and property damage (including loss of use thereof). Such insurance shall cover all operations of the insured and include, but not being limited to: products and completed operations liability, blanket written contractual liability, owners and contractors protective liability, owners and employees as additional insured, and
- Insurance on property of others on an “all risks” basis, including theft, and in an amount sufficient to cover such property in the Contractor’s care, custody and control.

5.2 Workers’ Compensation Board

Proponents are advised that it is a MacEwan requirement that for any Agreement entered into as a result of this RFP the Contractor shall provide a “Letter of Clearance” from The Workers’ Compensation Board indicating its account is in good standing.

6 TIMELINE

6.1 Timeline

Event	Date
1. Issue RFP	August 27, 2010
2. Deadline for questions	September 14, 2010
3. Deadline for issue of addenda	September 16, 2010
4. Submission of Proposals (Closing Date)	September 20, 2010
5. Shortlisting of Proponents (at MacEwan's discretion)	October 1, 2010
6. Proponents presentations to MacEwan (at MacEwan's request)	week of October 4, 2010
7. Selection and award of RFP	October 8, 2010
8. Agreement negotiations (if applicable)	October 12 to 15, 2010
9. Agreement start date	October 18, 2010

The above timeline is subject to change at the sole discretion of MacEwan. In the event a change is made to the timeline Proponents will be informed by written addenda.

7 PROPOSAL EVALUATION

7.1 Mandatory Proposal Requirement

The following is a mandatory requirement. Proposals not clearly addressing and meeting this stated mandatory requirement will be considered non-compliant and may not, at the sole discretion of MacEwan, receive further consideration during the evaluation process.

7.1.1 Certification

Certification document - Section C Item 1 completed in full and signed by the Proponent.

7.2 Evaluation Criteria

Proposals meeting the mandatory requirements will be further evaluated and assessed using the following criteria and point rated system, not listed in order of importance.

	Criteria	Maximum Points
1.	Capability and Resources	30
	• Qualifications and Relevant Experience	
	• Resources	
	• Quality Assurance	
	• Additional Information	
	• References	
	• Quality of Proposal (format, layout and completeness)	
2.	Service Delivery	30
	• Website Design Services Detail	
	• Approach and Proposed Schedule	
3.	Technical Environment	20
	• Technical Requirements	
4.	Pricing	20
	• Proposal Pricing	
	Total points available	100

7.3 Short List

MacEwan may establish a short list of Proponents upon completion of an initial round of evaluations. MacEwan reserves the right to request presentations relating to a Proposal from short listed Proponents as may be required. The tentative timeframe for these presentations is as outlined in Section 6. Proponents should ensure availability of key management and technical personnel during this time period.

7.4 Execution of Agreement

The successful Proponent(s) will be required to execute an Agreement similar in form to that attached as Section E of this RFP; such Agreement incorporating the terms and conditions of this RFP and the successful Proposal, except to the extent the terms and conditions of this RFP and the successful Proposal have been expressly superseded by the terms and conditions of any written agreement executed by the parties.

SECTION B - SPECIFIC REQUIREMENTS

The Proponent shall respond, in detail, to each of the following requirements. In the event the Proponent has a unique capability, credential or service that is not expressly solicited by the RFP, Proponents are encouraged to attach any appropriate supporting material with additional information as desired.

1. Capability and Resources

1.1. Qualifications and Relevant Experience

- 1.1.1. a brief company history including; the length of time the company has been in business, the number of years providing website design services and a copy of the most recent annual report;
- 1.1.2. the quantity of website design services currently being provided to other companies, including the size of the companies;
- 1.1.3. a list of five websites the Proponent's firm has produced that best reflect its work and relevancy to this project. Briefly state the role your firm played in each project and include the URL. Where possible include websites focused on visual and performing art related subjects (fine arts, visual communication design, photography, music, etc.);
- 1.1.4. a copy of the Proponent's organizational structure, including corporate structure, branch and franchise locations (if applicable), reporting structure, number of employees, etc.;
- 1.1.5. an outline of the corporate philosophies and values of the Proponent's company; and
- 1.1.6. information on all relevant professional associations with which the Proponent's company is currently registered.

1.2. Resources

- 1.2.1. the person who will be responsible for the corporate management of the MacEwan account and how the Proponent intends to manage the account, including a plan for liaison with MacEwan staff;
- 1.2.2. an outline of the Proponent's organizational capacity to design CFAC's website (staff, equipment, software, locations, etc.);
- 1.2.3. an outline of the percentage of staff that would work on this project and their experience and capabilities; and
- 1.2.4. the person who will be responsible for the day-to-day customer service requirements.

1.3. Quality Assurance

- 1.3.1. a proposed plan for quality assurance of the website design services;
- 1.3.2. how quality control is maintained within the Proponent's organization;
- 1.3.3. how continuous improvement is managed by the Proponent;
- 1.3.4. a detailed outline of the Proponent's approach to resolving customer satisfaction issues and work deficiencies; and
- 1.3.5. all value-added programs/initiatives the Proponent currently has in place which are aimed at enhancing customer satisfaction, service quality and cost containment.

1.4. Additional Information

- 1.4.1. additional information the Proponent feels would be of benefit to MacEwan; and
- 1.4.2. an outline of why the Proponent feels its firm is the best qualified to provide the website design services to MacEwan.

1.5. References

1.5.1. provide three references, where your company is currently or has recently provided services similar to those outlined in this RFP, including the information below. Where possible, provide references from higher education institutions. MacEwan reserves the right to contact references without further approval from the Proponent.

- name and title,
- telephone number,
- length of service,
- type and value of contract, and
- email address.

2. Service Delivery**2.1. Website Design Services Detail**

- 2.1.1. a detailed outline of how the Proponent intends to meet the needs of MacEwan in the provision of the website design services as outlined in Section D - Scope of Work;
- 2.1.2. samples of the following from completed projects the Proponent has done:
- website design,
 - a navigation template,
 - site maps, thumbnails, outlines and tables of contents, and
 - graphic design and interface design.
- 2.1.3. strategy for obtaining design consensus; and
- 2.1.4. identification of types of information, data and assistance required from MacEwan in order to complete the project.

2.2. Approach and Proposed Schedule

- 2.2.1. a detailed plan, including but not limited to:
- methodology and approach,
 - list of deliverables,
 - number of MacEwan resources required and anticipated time for each resource, and
 - time frames and milestones, including the ability to meet the MacEwan time frames set out in Section "D".

3. Technical Environment**3.1. Technical Requirements**

- 3.1.1. a detailed outline of how the proposed information architecture and design would fit with the MacEwan technical environment as outlined in the Implementation in Section D

4. Pricing**4.1. Proposal Pricing**

- 4.1.1. a detailed list of all fees.

SECTION C - PROPONENT'S RESPONSE DOCUMENTS**1. CERTIFICATION**

Failure to complete and sign this form may entitle MacEwan to disqualify a Proposal.

I/We the undersigned have reviewed this RFP, including all Addenda and examined all conditions affecting the provision of the website design services, are satisfied that we fully understand the intent and declare that: (i) we accept all terms and conditions set forth in the RFP; (ii) we have adequate personnel, equipment, facilities and resources to fulfill the requirements of the RFP; and (iii) the content of our Proposal is true and accurate.

I/We hereby offer to MacEwan the website design services requested as detailed in our Proposal in accordance with the terms and conditions set out in this RFP.

We _____
(Full Legal Company Name)

Of _____
(Business address)

(Telephone number)

(Facsimile number)

(Email address)

Executed this _____ day of _____, 20____

Signature of authorized representative

(Print or Type) name and status of authorized representative

SECTION D - SCOPE OF WORK

MacEwan is designing a website for CFAC in order to showcase the works of students and faculty. The Contractor will be responsible for assisting MacEwan in mapping and designing the website to be easily managed, updated and maintained by MacEwan staff. MacEwan expects the website to be visually appealing while in accordance with web content accessibility guidelines. The website design services will include, but not be limited to:

FOCUS:

- The primary purpose of the website is to showcase the works of MacEwan students and faculty.

NAVIGATION/STRUCTURE

- The website will be organized in a logical structure, relying on principles of information structure—sequences, hierarchies and webs—as appropriate. A useful site-search function will provide another navigation tool. The structure will make it easy for users to complete key tasks.
- Information will be organized and displayed in a consistent manner. Consistency is one of the most powerful usability principles, as it leads to predictability and; therefore, ease of use.

DESIGN

- The website analysis and design process (October 18 to November 30, 2010) will include, but not be limited to, the following:
 - conducting interviews with the Website Committee to identify design priorities and objectives (functional requirements),
 - advising the Website Committee on best practices and providing recommendations based on expertise and past experience,
 - developing a site architecture (sitemap and page wireframes) based on input and recommendations,
 - creating static page designs to demonstrate the visual appearance of the home page, an internal page and any unique pages based on site objectives,
 - building a functional prototype containing sample content to showcase how elements will work on a page,
 - demonstrating site prototype to each Website Committee member (one on one),
 - demonstrating site prototype to a focus group consisting of select students and faculty, as determined by MacEwan, to gather further feedback on site design,
 - documenting feedback (potential users) and providing documentation to the Website Committee,
- The website template development and testing will include, but not be limited to, the following:
 - creating website templates based on the analysis and design using current web standard HTML, CSS and Javascript (December 1, 2010 - January 15, 2011),
 - facilitating template usability testing (January 15 - 31, 2011),
 - providing a bi-weekly status report to the CFAC website project manager.
 - designing the website to improve its clarity and ease of navigation, including:
 - the development of a new navigation template (sitemap/I.A.),
 - site maps, thumbnails, outlines, tables of contents,
 - user-tested wireframes and prototypes demonstrating site architecture, and
 - multiple graphic design and interface design sketches.
- The final deliverable will be designed pages with HTML and CSS format.
- The design will follow User-centered Design (UCD) principles. UCD aims to create successful websites that are easy to learn and use by a diversity of users, platforms and usage contexts. UCD refines designs based on user feedback, through iterative cycles of design, testing and refinement.

- The website will adhere to universal design principles, to address accessibility. The principles of universal design are:
 - equitable use (allow the user to adapt designs to meet their needs),
 - flexible use (user has choice regarding platform, software and settings),
 - simple and intuitive use (simplicity and direct access to key features and information), and
 - perceptible information (compatibility with a variety of techniques or devices used by people with sensory limitations).

CONTENT

- There will be a variety of types of content (text, video, photo) used as appropriate, adhering to best practices.
- MacEwan will provide the content.

IMPLEMENTATION

- User testing throughout the design process will confirm the ease of access to key information.
- Technology to support the website will be implemented by MacEwan staff according to IT best practices, which include change management, to ensure business continuity.
- MacEwan's content managers will be able to easily add and edit content relevant to their area. The new website will be built using "Oracle's Stellent 10g Release 3 Universal Content Management" system. Oracle UCM will be implemented using Oracle database on a SuSE Linux infrastructure. The Contractor will need to create a website design that can be replicated in Oracle's Web Content Management product, "Site Studio".

Some of the website creation and contribution practices that are automated and enforced with Site Studio include:

- in-context contribution and updates directly from the website,
- hierarchical website structure and navigation,
- template-based pages comprised of multiple regions,
- separation of content and presentation,
- separation of navigational structure and its presentation,
- secure, regional-level content authoring and editing,
- WYSIWYG XML-based contribution forms,
- reusable content and XML-based fragments,
- single-source content management, and
- multi-site management.

SECTION E - TERMS AND CONDITIONS OF AGREEMENT

The attached Grant MacEwan University Consulting Services Agreement is being provided for the Proponent's information and the terms and conditions are in addition to those identified in all other sections of this RFP. The successful proponent, if any, will be required to execute an agreement that shall be in a form similar to that attached.

GRANT MACEWAN UNIVERSITY

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, A.D. 200_.

BETWEEN: THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY ("MacEwan") and
_____ (the "Consultant").

THE PARTIES AGREE AS FOLLOWS:

1. **Agreement to Provide Consulting Services** - Throughout the term hereof, the Consultant agrees to perform, provide and supply to and for MacEwan those consulting services described in Schedule "A" hereto (the "Consulting Services"), of the description, at the times and places and in accordance with the requirements and specifications set out in Schedule "A".
2. **Term** - Subject to earlier termination as provided hereunder, the term of this Agreement shall be for a period of __ year(s)/month(s) commencing _____, 20__, and ending _____, 20__, or as otherwise specified in Schedule "A". In the event that this Agreement has been executed after the commencement of the said term, the provisions hereof shall be deemed retroactive to such commencement.
3. **Authorized Personnel** - In the course of providing the Consulting Services hereunder, the Consultant acknowledges that only the following persons are authorized to give instructions and directions to the Consultant and to receive confidential advice and information from the Consultant:
 -
 -
4. **Fees and Payment** - In consideration of the Consulting Services, MacEwan shall pay to the Consultant the fees and prices set out in Schedule "A". Without limitation to the other provisions of this Agreement, and except as may be expressly stipulated otherwise in Schedule "A", the Consultant shall be responsible for all expenses incurred by the Consultant in connection with the performance of the Consulting Services, including but not limited to all third party charges, supplies, utilities, travel, transport, salaries, fuel, permits, application fees, and office expenses and the Consultant shall be solely responsible for the payment thereof and shall make such payments when due. Unless otherwise stipulated in Schedule "A", payment for the Consulting Services hereunder shall be due thirty (30 days) following receipt of invoice.
5. **MacEwan's Best Interests** - At all times the Consultant will honestly and diligently perform the Consulting Services hereunder in good faith with a view to the best and exclusive interests of MacEwan and the Consultant shall, in the provision of the Consulting Services, exercise the professionalism, care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
6. **Honest Dealing** - The Consultant represents and warrants that if and to the extent that the within Agreement is the result of any verbal or written presentations, proposals or negotiations to or with MacEwan (the "Presentations"); (i) all statements and representations of fact made by the Consultant in, or during the course of, the Presentations were true and accurate; (ii) all opinions expressed by the Consultant therein or in the course thereof were genuinely held; and (iii) there were, in or in respect of the Presentations, no omissions, misstatements or understatement of any material facts or matters which if known to MacEwan might reasonably be expected to have materially influenced the decision of MacEwan to enter into this Agreement upon the within terms or at all. The Consultant acknowledges that in entering into this Agreement and in the Consultant's performance thereof, MacEwan was and is necessarily reliant upon the good faith of the Consultant and agrees that a duty of good faith on the part of the Consultant is owed to MacEwan.
7. **Consultant's Personnel** - The Consultant shall perform the entirety of its services through the services of _____ and shall only use such other agents, employees, advisors, consultants and other personnel as are approved in writing by MacEwan.

8. **Consultant Only** - Except to the extent, if any, expressly stipulated in Schedule "A", the Consultant is to provide advice and consulting services only and has, and shall exercise, no decision making responsibility or managerial or executive authority over or in respect of MacEwan's affairs whatsoever and the Consultant shall not expressly or impliedly hold out to any person, including without limitation any employee or contractor of MacEwan or any member of the public, that the Consultant has any authority whatsoever to make decisions on MacEwan's behalf.
9. **Disclosures** - Without limitation to paragraph 3 the Consultant shall fully and promptly disclose to MacEwan all conflicts of interest and all other information in the knowledge of the Consultant, whether presently known or hereinafter acquired, which could reasonably be expected to influence MacEwan's decision to follow, rely upon, abide by or implement the Consultant's advice.
10. **Necessary Skills** - The Consultant represents and warrants that it has all the experience, expertise, qualifications, licensing, training and knowledge required to perform Consulting Services of a high quality and to perform them (and the Consultant covenants that it shall perform them) fully, promptly, lawfully, professionally, competently and without undue risk of injury or loss, financial or otherwise, to MacEwan or its students or employees themselves or to others.
11. **Confidentiality** - All advice, reports, findings and other information given by the Consultant to MacEwan, or learned or determined by the Consultant, in the course of providing the Consulting Services hereunder, together with all information provided to the Consultant by, or on behalf of, MacEwan in connection with the Consulting Services including, as applicable, student records, employee records, security information, access codes, business plans, strategic and planning information, lobbying strategies and fund raising strategies, and whether expressly stated to be confidential in nature or not, and whether in electronic, written or other form, shall be kept in strict confidence by the Consultant (and, without limitation, its employees and contractors) and only released to those persons within or without MacEwan who MacEwan, through its properly authorized personnel, has advised the Consultant is authorized to receive the same.
12. **Termination by MacEwan** - If (a) the Consultant breaches or otherwise defaults in performing or observing any of its obligations under this Agreement, or (b) any other agreement to which MacEwan and the Consultant are party is terminated due to the Consultant's breach thereof or due to any event of the type contemplated in subparagraph 12(d) hereof, or (c) a receiver, receiver manager, trustee or other official shall take control of any of the Consultant's business or assets, or (d) in the opinion of MacEwan, the continuation of this Agreement places the person, property, confidentiality, reputation or financial well being of MacEwan of MacEwan's staff or students or of the general public in jeopardy; then MacEwan may, without further notice, terminate this Agreement. Without limitation to the foregoing, if the Consultant should, in the opinion of MacEwan, fail to provide Consulting Services of an overall quality (including timeliness) deemed sufficient by MacEwan and shall fail to remedy such deficiency within ten (10) days after written warning to do so, MacEwan may, whether or not it can demonstrate any breach of the other provisions hereof, terminate this Agreement without further notice to the Consultant. In any and all events MacEwan may terminate this Agreement, without cause, upon ten (10) days notice to the Consultant.
13. **Termination by the Consultant** - In the event that MacEwan defaults in making payment of the fees required to be paid hereunder at the times stipulated hereunder and MacEwan has not remedied such default within thirty (30) days of written notice from the Consultant, the Consultant shall have the option to terminate this agreement or suspend the provision of Consulting Services hereunder until such default has been remedied.
14. **Insurance** - Unless waived in writing by MacEwan, the Consultant shall, at its cost, obtain and maintain in full force and effect for the duration of this Agreement general public liability insurance in a form satisfactory to MacEwan from a reputable insurance company in the minimum amount of one million dollars (\$1,000,000.00) per occurrence or such greater or lesser amount as MacEwan may require or permit. Upon request from MacEwan, the Consultant shall provide a certified copy of the insurance policy to MacEwan.
15. **Notices** - Any notice required or permitted to be given hereunder shall be validly given if served, mailed, telecopied or electronically mailed to the respective addresses set out beneath the respective signatures of the parties below. Notice served by prepaid registered mail upon either party to such addresses shall be deemed received five clear business days after posting. Notice served by any other means shall be effective upon actual receipt. Either party may change its address for service upon notice to the other.

16. **Schedules** - Schedule "A" "Description of Consulting Services and Fees" and Schedule "B" "Standard Terms for the Provision of Consulting Services" form an integral part of this Agreement and all representations, warranties and covenants given in the main body of this Agreement are in addition to and not in replacement of the provisions of Schedule "B".

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the date first above written.

**THE BOARD OF GOVERNORS OF
GRANT MACEWAN UNIVERSITY**

Per: _____

Address for Notices: Procurement and Contract Services

Rm. 9-414, 10700 - 104 Avenue

Edmonton, AB T5J 4S2

Facsimile: 780-497-5598

THE CONSULTANT

Per: _____

Address for Notices: _____

Facsimile: _____

SCHEDULE "A"

Description of Consulting Services and Fees

Services:

The Consultant will provide consulting services and advice to MacEwan as follows:

[SOW to be added]

Fees

- a) MacEwan shall pay to the Consultant a fee calculated at the rate of \$_____ per hour, the same to be recorded in unit increments of not more than 1/4 of an hour.
- b) The Consultant shall expend its time efficiently. All time recorded by the Consultant for any particular service or aspect thereof shall not in any event exceed what is reasonable.
- c) Fees shall be invoiced monthly and shall be due thirty (30) days after receipt by MacEwan.
- d) The Consultant shall not in any event record or bill for more than ____ hours in any given calendar month unless expressly authorized to do so by MacEwan in writing.
- e) All billing shall contain a detailed and itemized description of the services provided for in each continuous period of time recorded. Upon request the Consultant shall provide such further and better particulars concerning the services performed and the time recorded in respect thereof as MacEwan shall from time to time reasonably request. The Consultant shall not bill for the time expended in billing accounts or in providing further or supporting information in connection therewith.
- f) Further charges, disbursements and other expenses may not be billed for unless expressly authorized by MacEwan in writing beforehand.
- g) Payment by MacEwan of any particular statement of account is not an admission that the amount paid was properly owing nor shall such payment of itself constitute acceptance of the services provided or the quality or sufficiency thereof or the amount charged therefore and MacEwan shall at all times remain free to question any account, seek repayment therefore or make any other claim in respect thereof as it deems appropriate.
- h) In no event shall MacEwan be obliged to pay any amount that exceeds what is reasonable given the nature and quality of the services provided.

SCHEDULE "B"

Standard Terms for the Provision of Consulting Services

1. **Definitions** - In this Agreement: (i) **"Agreement"** means this Agreement inclusive of its schedules, (ii) **"MacEwan Persons"** means MacEwan, its members, officers, directors, employees, contractors, agents, students and volunteers; (iii) **"Contractor"** means the Consultant, (iv) **"Contracted Services"** means the Consulting Services described in the agreement to which this Schedule is attached and which are to be supplied and provided by the Contractor thereunder, (v) **"Developed Product"** means all works, writings, creations, inventions, techniques, improvements, methods, software programs, designs and other original works, and all creations in the nature of intellectual property, including without limitation all other creations of a nature capable of protection under patent, trade mark or copyright legislation, developed or created by the Contractor in the performance of the Contracted Services and any and all moral rights and copyright which may subsist or exist in the same and any and all drawing, specifications, source codes, algorithms, derivatives evidencing or comprising the same and all summaries, derivative and copies of the same, and all enhancements and versions of the same and (vi) **"Sensitive Information"** means and includes all information of a confidential nature, whether in electronic, written or other form, including without limitation: student, provider or employee records; security infrastructure of MacEwan; source codes, software and other intellectual property owned by or licensed to MacEwan; financial or other business records, third-party business confidences, information concerning planned policies or proposals involving MacEwan or any other information, including personal information, pertaining to any MacEwan Persons or MacEwan's finances, operations or intellectual property.
2. **Quality of Services** - The Contractor represents and covenants to and with MacEwan that: (i) the Contractor and its employees and permitted contractors have all equipment, expertise, knowledge and training required to perform the Contracted Services skillfully, competently, safely and without danger to themselves or to others; (ii) the Contractor and its employees and permitted contractors shall perform the Contracted Services skillfully, competently, safely and without danger to any persons or property whatsoever; (iii) the Contractor and its employees and permitted contractors shall honestly and diligently perform the Contracted Services in good faith with a view to the best and exclusive interests of MacEwan and at all times exercise the professionalism, care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; (iv) the Contractor shall hire, train, maintain, utilize and properly supervise sufficient, qualified and competent personnel to carry out its duties hereunder; (v) the Contractor shall obtain, comply with and satisfy all such licensing, approvals, consents and legislative and regulatory approvals as may be required by any governmental or other authority having jurisdiction over the Contractor's operations; (vi) when so directed by MacEwan, and except as otherwise stipulated in this Agreement, the Contractor shall only use equipment, goods or products which have been approved by MacEwan, such approval not to be unreasonably withheld provided however that it is understood and agreed that nothing herein shall absolve the Contractor from making prudent selections of such equipment, goods or products and from giving MacEwan prudent advice with respect to MacEwan's approval of the same; and (vii) if and to the extent required and applicable, all goods and products to be provided or delivered hereunder shall contain, and shall contain unrestricted licenses to MacEwan to use, all software and other intellectual property required for the normal and lawful operation of any such goods and products in accordance with the requirements hereunder.
3. **Standards** - The Contractor agrees that it shall at all times (i) keep and maintain its equipment, vehicles and personnel in a clean, safe, and tidy condition and generally in such condition as shall meet the reasonable requirements and directions of MacEwan as established from time to time; (ii) if the Contractor or its employees or contractors come into contact with any MacEwan Persons, deal with such persons in a reputable, honest, courteous, non-offensive, fair and businesslike fashion and shall, as applicable, honour all commitments, verbal or otherwise, if any, made by them to such MacEwan Persons; (iii) provide the Contracted Services in accordance with high industry standards as to quality with the intent that the Contracted Services will meet or exceed all reasonable requirements of MacEwan (and its MacEwan Persons, as applicable) on an efficient and competitive basis; (iv) use its best efforts to achieve the reasonable performance standards established from time to time by MacEwan (after consultation the Contractor); (v) disclose conflicts of interest as required under, and generally to abide by, MacEwan's conflict of interest policies as in effect from time to time; and (vi) generally conduct itself in such a fashion as to positively promote and preserve a reputation associated with MacEwan consistent with reputability, high ethics, competence, good quality, and integrity. A performance review will be conducted by MacEwan periodically to ascertain whether the Contractor is complying with performance standards and the Contractor

shall, if such performance review is not satisfactory to MacEwan, use its best efforts to immediately improve its performance to achieve the performance standards.

4. **Comply with Laws** - Without limitation to the foregoing, the Contractor shall at all times comply with all federal, provincial and municipal laws, and all rules and regulations of any duly constituted authority, affecting or in any way relating to the Contractor's business and activities, including without limitation, laws and regulations pertaining to licensing, public health, human rights, fire safety, employment practices and occupational health and safety.
5. **Deficiencies** - Any deficiencies in the Contracted Services shall be rectified promptly and entirely at the Contractor's expense.
6. **Goods Supplied** - The Contractor represents and warrants to MacEwan that all goods supplied in the provision of the Contracted Services (if any): (i) shall be free of defects, shall be of good and merchantable quality and shall be fit for the purpose intended; (ii) shall, as required, be supplied to MacEwan with complete and accurate instructions pertaining to use and safety; (iii) when properly used (and in accordance with any instructions provided), shall be safe and shall not present a danger to any persons or property; (iv) where applicable, have been approved for use in Canada by the Canadian Standards Association and by any other authority having jurisdiction; (v) shall, as applicable, be transferred to MacEwan free and clear of all charges and encumbrances whatsoever; and (vi) that their sale, resale, use, lease or distribution to MacEwan hereunder otherwise complies with all applicable laws and regulations throughout Canada and does not offend the patent or proprietary rights of any person.
7. **Food and Consumables** - Without limitation to paragraph 6 of this Schedule, the Contractor represents and warrants to MacEwan that all food products, beverages and other consumables goods sold or supplied to, or used in the provision of services hereunder shall be safe for consumption and of a good quality.
8. **Use of MacEwan Assets** - If and to the extent that the provision of the Contracted Services requires the occupation, possession or other use of MacEwan's premises, equipment or other assets, the Contractor shall not occupy, possess or make use of the same except as expressly permitted by MacEwan hereunder and in any event for no purpose other than the provision of the Contracted Services. Without limitation to the foregoing, the Contractor shall not suffer or permit the same to be used for any unlawful purpose or activity or suffer or permit any lien or encumbrance to be made against the same. Without limitation to paragraph 25 of this Schedule, the Contractor shall fully indemnify and save harmless MacEwan and other MacEwan Persons from and against any and all claims, loss or damage of, against or to such property during, or in the course of, such occupation, possession or use, however caused (other than through the negligence of MacEwan itself).
9. **Supply Shortages** - Subject to any contrary commitments agreed to by the Contractor prior to the date of this Agreement and previously disclosed to MacEwan in writing, in the event of a shortage of labour or other supplies or other circumstance which prevents the Contractor from satisfying requests for services from all of its customers within the times requested, the Contractor shall prefer MacEwan and, in particular, shall fully supply MacEwan with its requirements before supplying other customers.
10. **Set Off** - All monies payable by MacEwan to the Contractor shall be paid without set off save where the Contractor is in breach hereof or where MacEwan is otherwise entitled to claim indemnity or other compensation from the Contractor in which event MacEwan may set off the amounts of its entitlements, or MacEwan's estimate thereof, as against any monies payable to the Contractor.
11. **Non-Exclusive Service** - The Contractor shall be entitled to provide services to other parties provided that the provision of such other services does not, in MacEwan's opinion, conflict with the Contractor's obligations to MacEwan hereunder and do not in any other manner adversely impact upon the quality, quantity or timeliness of the Contracted Services to be provided herein and provided further that, in the event of conflict, MacEwan's requirements are given first priority.
12. **Hours and Location of Service** - Unless as may be otherwise stipulated in this Agreement, the Contractor may perform its services during such reasonable hours and may work from such locations as are sufficient to adequately meet its obligations hereunder. The Contractor shall be responsible for providing such of its own overhead, office space, equipment, vehicles, staffing and materials as may be necessary for the performance of its services hereunder without further charge or fee to MacEwan and no additional fees or reimbursements

shall, without prior express arrangement of MacEwan, be payable. In the event that MacEwan shall permit the Contractor to make use of MacEwan's own facilities from time to time, it is understood and agreed that such permission is at all times revocable at MacEwan's discretion.

13. **Status of the Contractor** - The Contractor is an independent contractor and is not a partner, legal representative, employee or agent of MacEwan for any purpose whatsoever. The Contractor shall have no authority to, and agrees that it will not make, any warranties or representations, enter into any contracts, assume or create any obligations, or make any commitment or commitments, on behalf of MacEwan without the prior express written consent of MacEwan. In the event that any third party, including any governmental authority, shall allege that the Contractor or any of its subcontractors, agents or employees are employees of MacEwan, or that MacEwan is vicariously liable for the actions of the Contractor or any of its subcontractors, agents or employees, the Contractor agrees to fully indemnify and save harmless MacEwan from and against any and all costs and expenses, including solicitor client costs, in defending against such allegation and from and against any and all judgments, assessments, reassessments, fines, penalties and other claims levied or obtained against MacEwan in consequence of such allegations.
14. **No-Hire** - During the term of this Agreement and for a period of twelve (12) months afterwards, the Contractor shall not directly or indirectly (a) induce any employee or independent contractor of MacEwan or its contractors to leave the employment or service of MacEwan or (b) induce any employee or independent contractor of MacEwan to take up employment or service with any other person while such employee or independent contractor is in the employment or service of MacEwan or for a period of twelve (12) months thereafter.
15. **Variation of Terms** - Any changes in the fees, services, obligations or other terms hereof that may be agreed upon from time to time shall not affect the application or binding effect of the balance of this Agreement.
16. **Release** - MacEwan shall not be liable for any death, injury or damage to the persons or property of the Contractor or of its officers, employees, agents or contractors, except where such damage, loss or injury has resulted from the proven negligence of MacEwan, its agents, or employees. Without limitation to the foregoing, MacEwan shall not in any event be liable to the Contractor for any consequential damages or third party liabilities. In any and all events, no facts, acts, omissions, circumstances or states of affair (collectively "Actionable Occurrences") shall be alleged or claimed upon in, or as the basis for, any action or counterclaim in tort (including negligence), breach of contract or any other cause as against MacEwan or, without MacEwan's written consent, as against any other MacEwan Person unless, and except only to the extent that, the Contractor has notified MacEwan of such Actionable Occurrences and the intention to claim upon them, in writing no more than one hundred eighty (180) days after the date of such Actionable Occurrence (even if the same are not discovered or discoverable until after the expiration of such time and even if MacEwan otherwise had actual and previous knowledge of the same) and the Contractor hereby releases MacEwan from any claims arising from Actionable Occurrences not so notified to MacEwan within such time. In any and all events, but without limitation to the foregoing, MacEwan's liability to the Contractor for any cause or reason whatsoever, other than for the payment of fees hereunder, shall be limited to the sum of one thousand dollars (\$1,000.00).
17. **Actions of Students and Others** - Without limitation to paragraph 16 of this Schedule, the parties agree that MacEwan will not be liable to the Contractor, upon any grounds whatsoever, for any loss, damage or liability (including third party liability) expended, suffered or incurred by the Contractor by reason of or arising out of any act or omission of any student of MacEwan during the term of this Agreement unless the wrongful aspects of such acts or omissions were committed at the express, specific and proximate direction of MacEwan.
18. **Employees** - The Contractor shall hire or provide from its employees such managers, supervisors and workers as are required to perform the Contracted Services hereunder and shall be solely responsible for, and shall pay when due, all wages, benefits, safety programs, Workers' Compensation, source deductions and payroll administration associated with such employees and, without limitation shall be responsible for the supervision, selection, training and dismissal (with proper notice or payment in lieu) of any and all such employees.

19. **Intellectual Property** - The Contractor acknowledges and agrees that it shall not acquire any rights to any good will, trade-mark, copyright or other form of intellectual property owned by MacEwan. The Contractor shall not use the trade-marks or logos of MacEwan in any manner except that the Contractor may identify itself as the independent contractor of MacEwan in a form and manner permitted in writing from time to time by MacEwan. All Developed Product are and shall be the property of MacEwan (and are hereby assigned to MacEwan) and all moral rights in the same are hereby waived. Upon the completion of the Contracted Services, the Contractor shall deliver up to MacEwan any and all of the drawings, specifications, models, source codes and copies of or relating to the Developed Product in whatever form they may be found to exist whether they are printed, electronically stored, or exist in any other form whatsoever.
20. **Confidentiality** - The Contractor and each of its employees and contractors shall keep all Sensitive Information strictly confidential and shall not disclose or release such information or any portion thereof to any person whatsoever, except to MacEwan and except as may be required at law. Without limitation to the foregoing, the Contractor shall, if requested by MacEwan, execute and deliver MacEwan's standard vendor confidentiality agreement with such variations thereto, if any, as MacEwan reasonably determines are advisable having regard to the nature of the Contracted Services. The Contractor further agrees as follows:
- a) In the event that:
 - i) inadvertently or otherwise, the Contractor obtains or gains access to any Sensitive Information that was not required for the performance of this Agreement,
 - ii) sensitive Information in any form that the Contractor once had in its possession or control is lost, or stolen or is otherwise acquired by a third party without the consent of MacEwan, or
 - iii) the Contractor has reasonable cause to believe that trespassers, "hackers" or any other third party has, by theft, through electronic means or otherwise, gained access to Sensitive Information without the consent of MacEwan,then the Contractor shall promptly so advise MacEwan and, if requested, provide a written report concerning such incident in such detail as MacEwan shall reasonably require.
 - b) Where, having regard to the nature of the Contracted Services, MacEwan deems it practical and appropriate, the Contractor may be required to, and in such event shall, promptly advise MacEwan in writing of each occasion that the Contractor accesses MacEwan's electronic files, records or systems outside of normal business hours or from any off site location and shall not in any event do so without prior authorization.
 - c) Sensitive Information shall not in any form or by any means, electronically or otherwise, be removed from MacEwan's premises without its express consent.
 - d) Upon request of MacEwan, or, in any event, upon termination or expiry of this Agreement, the Contractor shall promptly return to MacEwan any and all Sensitive Information and any and all copies, abstracts, summaries or derivations thereof, and in whatever form, written, electronic or otherwise that are in the Contractor's possession or control.
 - e) The Contractor's obligations of confidentiality hereunder as they pertain to Sensitive Information continue after termination of this Agreement.
21. **Enforcement/Injunctions** - The Contractor agrees that in the event that the Contractor contravenes this Agreement or any portion hereof or shall engage in any activity which, on the face of it, contravenes this Agreement (including, without limitation, paragraphs 14 or 20 of this Schedule) the Contractor acknowledges and agrees that damages alone would be an insufficient remedy and that interim and permanent injunctions would (without limitation to any claim for damages) be an appropriate remedy. The Contractor further agrees that if MacEwan seeks such an injunction, whether on an interim basis or otherwise, the Contractor will waive any entitlement to require an undertaking as to damages and releases MacEwan from any damages resulting from such injunction.
22. **Incident Reporting** - In performing the Contracted Services, the Contractor shall immediately report to MacEwan, by telephone, any breach of this Agreement or any occurrence or situation that is or has been harmful or could be potentially harmful to any person or property or that may delay the completion or that may impair the quality of any of the Contracted Services, and promptly and accurately complete and submit to MacEwan written reports that may be reasonably requested by MacEwan or its insurer relating to same.

23. **Risk** - All goods supplied by the Contractor hereunder shall be entirely at the risk of the Contractor until such time as possession of such goods has been delivered over to MacEwan. Where the goods of MacEwan or of any other MacEwan Person come into the possession of the Contractor during the performance of this Agreement, all such goods shall be entirely at the risk of the Contractor from the time the Contractor takes possession of the same to the time that possession of such goods has been delivered over to MacEwan or such MacEwan Person, as the case may be, and the Contractor shall hold MacEwan and other MacEwan Persons harmless from and against any claims arising out of the damage to the same, however caused, save where such losses have been proven to be caused by the negligence of MacEwan or such MacEwan Person.
24. **Security** - The Contractor acknowledges that MacEwan is in a uniquely vulnerable and sensitive position in respect of any actual or perceived risk of harm to the person or property of MacEwan or any of its employees or students and consequently agrees that where MacEwan in its unfettered discretion determines that any employee, contractor or other representative of the Contractor charged with any task or responsibility in the carrying out of the Contractor's duties hereunder has engaged in (or, with or without definitive proof, has been perceived to have been engaged in or at risk of engaging in) practices or behaviours deemed offensive by MacEwan including, without limitation, practices involving harassment, bullying, the issuance of verbal or implied threats, the violation of laws or regulations or acts of dishonesty, such employee, contractor or other representative will be replaced by the Contractor at the request of MacEwan. In any request to replace any such employee, contractor or representative it shall not be necessary for MacEwan to give any cause or explanation for its request.
25. **Indemnity** - The Contractor shall indemnify and save harmless MacEwan and other MacEwan Persons from and against any and all direct and consequential losses, expenses (including legal expenses on a solicitor and client basis) and claims (including claims brought by third parties) suffered, brought or incurred as a result of: (i) any breach by the Contractor of this Agreement, (ii) any deficiencies in the Contracted Services or the performance thereof; (iii) any harm or loss of or to the property of MacEwan or of others as a result of, or arising out of, the Contracted Services or the performance thereof; (iv) any debt, charge or liability owed by the Contractor to a third party, including any governmental agency or other third party; or (v) the negligence or any other wrongful act of or by the Contractor or any assignee, agent, contractor, or employee of the Contractor.
26. **Continuing Obligations** - Any reference in this Agreement to termination whether by expiry, unilateral termination or otherwise shall be read as preserving all rights, obligations and liabilities existing, arising, accrued or accruing at or prior to the time of such termination. Without restricting the generality of the foregoing, paragraphs 5, 14, 16, 19, 20, 25 and 29 of this Schedule shall survive the termination of this Agreement.
27. **Assignment/Sub-contractors** - The Contractor may not assign this Agreement without the express written consent of MacEwan which said consent may be arbitrarily withheld. Except as may be otherwise expressed in the Agreement, sub-contractors may not be used in the provision of Contracted Services without MacEwan's prior written consent.
28. **Non-Waiver** - Any waiver or condonation by MacEwan of any default or breach by the Contractor shall not operate as or in any way constitute a waiver or condonation of any subsequent default or breach hereunder.
29. **Holdover** - In the event that the Contractor continues to provide Contracted Services after the expiry of the said term with the agreement or acquiescence of MacEwan, the terms of this Agreement shall continue to apply to such goods and services except that, unless and until MacEwan expressly agrees otherwise in writing, there shall be no implied extension of the said term and any of MacEwan's obligations hereunder shall be terminable at will and without prior notice.
30. **Force Majeure/Disasters** - Where due to inclement weather, natural disasters, fires, civil unrest, acts of war or terrorism, outbreaks of disease, acts of God or other causes ("Events of Disaster"), it becomes unsafe or impractical to complete or perform the terms hereof, the provision of the Contracted Services herein may be terminated or suspended by MacEwan without penalty or liability for further fees.

31. **Budgetary Changes** - The Contractor acknowledges that MacEwan is a publicly funded institution reliant upon the funding policies and procedures of governments and agrees that in the event that any change in legislation, regulations, grants, funding amounts, funding policies, expenditure directives or restrictions, or other occurrence of a legal or financial nature beyond the control of MacEwan shall, in the reasonable and bona fide opinion of MacEwan make the continuation of the within agreement upon the prices or terms herein contained unlawful, economically unfeasible or otherwise inadvisable or imprudent, MacEwan shall be at liberty to terminate this Agreement upon no less than sixty (60) days notice to the Contractor and the term hereof shall end on such date in all respects as though such date had been the termination date originally agreed to hereunder.
32. **Freedom of Information** - Copies of all documents and records (other than internal financial information) in whatever form, prepared by the Contractor in the course of carrying out the terms of this Agreement, shall be provided to MacEwan upon demand. All such documents are subject to disclosure if and as required under the Alberta Freedom of Information and Protection of Privacy Act. As between the Contractor and MacEwan, MacEwan is the sole arbiter as to whether this Agreement or any of the documents or other information provided to MacEwan pursuant to this Agreement (or any portions thereof) is confidential. Unless MacEwan has determined that the same is confidential, the Contractor irrevocably consents to the release of the same in response to any application made under the Alberta Freedom of Information and Protection of Privacy Act or other applicable legislation. This clause is subject to any overriding legislative prohibitions that cannot be overcome by the consent and agreement contained in this paragraph.
33. **Amendments** - No amendment, waiver or variation of this Agreement or any portion hereof may be made by implication, conduct or oral agreement it being understood and agreed that the terms of this Agreement may only be amended, waived or varied by agreement in writing duly executed by all parties hereto in the same manner this Agreement is executed.
34. **Interpretation** - Any obligation of the Contractor hereunder shall be read so as to extend to every employee, officer and contractor of the Contractor, whether expressly stated or not, so that any act of such employees, officers or contractors shall, for the purposes hereof, be deemed to be an act of the Contractor. Nothing in this Agreement lessens MacEwan's rights and entitlements under common law. If any paragraph (or sentence, clause or other portion thereof) in this Agreement is unenforceable for any reason (including uncertainty) then such provision may at MacEwan's option be severed and the rest of this Agreement shall be of full force and effect and generally, but without limitation to the forgoing, any portion or portions of such paragraph, sentence, clause or portion may be deleted by MacEwan at any time if so doing is required to preserve the enforceability of the remainder of such paragraph, sentence, clause or portion. The headings used herein are for convenience only and shall not be used in interpretation. This Agreement shall be interpreted in the manner most beneficial to the interests of MacEwan. This Agreement contains the entirety of any representations, warranties or covenants by or on behalf of MacEwan pertaining to the subject matter hereof and any others not expressed herein, whether in writing or not, are disclaimed and released by the Contractor along with any claims, in tort or otherwise, against any MacEwan Person in consequence of any such representation, warranty or covenant. The individual clauses in this Agreement and its Schedules shall be construed independently and, whether expressly so stated or not, the interpretation of one clause shall not limit any of the rights and protections given MacEwan under any other clause. As regards all of the Contractor's obligations, time is of the essence hereof. This Agreement shall be binding upon and enure to the benefit of MacEwan and the Contractor and their respective heirs, executors and permitted assigns.
35. **Governing Law** - The local domestic laws of the Province of Alberta (the United Nations Convention on the International Sale of Goods not to apply) shall govern and apply to this Agreement and the performance hereof and to any acts or occurrences happening in or as a result of the performance of this Agreement and to any other circumstance or event occurring between the parties or between any MacEwan Person on the one part and the Contractor or its employees or contractors of the other part during the term of this Agreement, and each party hereto hereby attorns to the jurisdiction of the Courts of the Province of